

11-27-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WILLIAMSON-DICKIE MANUFACTURING COMPANY
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State
[ ] Other Delaware
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

11-5-01

2. Name and address of receiving party(ies)
Name: Wells Fargo Bank Texas, National Association
Internal Address:
Street Address: 319 Lipscomb
City: Fort Worth State: Texas Zip: 76104
[ ] Individual(s) citizenship
[X] Association Texas
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other Security Interest Assignment of Trademarks
Execution Date: October 30, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/189,816; 76/195,034; 76/242,300; 76/242,301; 76/308,400
Additional number(s) attached [X] Yes [ ] No

B. Trademark Registration No.(s)
509,215; 594,540; 594,541; 594,542; 609,147; 609,638
Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: S. ROXANNE EDWARDS
Internal Address: Winstead Sechrest & Minick P.C.
Street Address: P.O. Box 50784
1201 Main Street
City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: 47
7. Total fee (37 CFR 3.41).....\$ 1,190.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 23-2426
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
S. ROXANNE EDWARDS
Name of Person Signing
Signature
Date 11/5/01
Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

11/27/2001 ANNED1 00000005 76189816
01 FC:481 40.00 DP
02 FC:482 1150.00 DP

EL 859421742US
TRADEMARK
REEL: 2389 FRAME: 0782

**Schedule to Security Interest Assignment of Trademarks from  
Williamson-Dickie Manufacturing Company to Wells Fargo Bank Texas, National  
Association**

U.S. Federal Trademark Registrations – Principal Register

612,221  
625,855  
706,054  
762,128  
803,952  
1,192,807  
1,210,656  
1,267,257  
1,392,448  
1,407,750  
1,416,037  
1,416,736  
1,416,737  
1,422,964  
1,428,459  
1,461,059  
1,462,937  
1,562,336  
1,566,088  
1,694,560  
1,694,561  
1,731,216  
1,905,055  
1,933,795  
1,974,127  
2,157,450  
2,257,192  
2,261,488  
2,269,292  
2,418,470  
2,431,500  
2,443,479  
2,444,583  
2,444,583

**Schedule to Security Interest Assignment of Trademarks from  
Williamson-Dickie Manufacturing Company to Wells Fargo Bank Texas, National  
Association**

U.S. Federal Trademark Registrations – Supplemental Register

2,090,189

2,392,453

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11/02/2001 - 4839-361

## SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of October 30, 2001, by and between WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation ("Debtor"), and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent ("Administrative Agent").

### RECITALS:

A. Debtor, certain lenders or other financial institutions parties thereto (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of October 31, 2001 (as the same has been or may be amended, restated or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor, certain affiliates of the Debtor and the Administrative Agent have entered into that certain Security Agreement dated as of October 31, 2001 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement") pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a lien on and security interest in, among other things, Trademarks (as described in the Security Agreement), including all trademarks, service marks, and all trademarks and service mark registrations and applications, both foreign and domestic, at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto.

C. It is a condition to the Administrative Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Obligations (as defined in the Credit Agreement) owing by the Debtor, the Debtor hereby grants to the Administrative Agent a security interest in all of Debtor's right, title and interest in and to the Trademarks (subject to rights of licensees of the Trademarks existing under licenses now existing or hereafter granted by the Debtor), and all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Debtor shall obtain rights to any Trademarks after the Closing Date (as defined in the Credit Agreement), the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to

the Administrative Agent with respect to any such Trademarks or renewal or extension of any registration of Trademarks. The Debtor shall bear any expenses incurred in connection with future applications for registration of Trademarks.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Administrative Agent. THE ADMINISTRATIVE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT EACH PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

5. Choice of Forum. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS SITTING IN TARRANT COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE DEBTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE DEBTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED THERETO. THE DEBTOR AND THE ADMINISTRATIVE AGENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

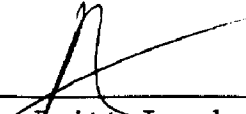
6. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS

WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE  
WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Debtor and the Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.


DEBTOR:

WILLIAMSON-DICKIE MANUFACTURING  
COMPANY

By:   
Name: Britt Ingebritson  
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK TEXAS, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Name: Stephen C. Melton  
Title: Vice President

STATE OF TEXAS )  
 )  
COUNTY OF TARRANT )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of October, 2001, by Britt Ingebritson, the Chief Financial Officer of WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation, on behalf of the corporation.



Darla K. Brown  
Notary Public  
In and for the State of Texas  
My Commission Expires: 9-19-2002

STATE OF TEXAS )  
 )  
COUNTY OF Tarrant )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of October, 2001, by Stephen C. Melton, a Vice President of WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent, a national banking association, on behalf of such national association.



Darla K. Brown  
Notary Public  
In and for the State of Texas  
My Commission Expires: 9-19-2002



**EXHIBIT A**

SEE ATTACHED

Attachment to Schedule 5(d)  
**WILLIAMSON-DICKIE MANUFACTURING COMPANY**  
 Current U.S. Federal Trademark Registrations (10/26/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
874	2,261,488	7/3/99	7/3/2009	25
A LEGEND IN WORK	2,443,479	4/10/01	4/10/2011	25
AMERICAN WORKER OF THE YEAR	2,090,189 Supp. Reg.	8/19/97	8/19/2007	35
ARCTIC REGION	1,974,127	5/14/96	5/14/2002	25
BRANDERS	1,416,037	11/04/86	11/04/2006	25
BRANDERS JEANS & DICKIES & Horseshoe Device	1,422,964	12/30/86	12/30/2006	25
DICKIES	594,540	8/31/54	8/31/2004	25
DICKIES	1,731,216	11/10/92	11/10/2002	25
DICKIES & Design	594,541	8/31/54	8/31/2004	25
DICKIES & Design	594,542	8/31/54	8/31/2004	25
DICKIES & Design	609,147	7/19/55	7/19/2005	39 (old)
DICKIES & Design	1,566,088	11/14/89	11/14/2009	25
DICKIES & Horseshoe Design	2,444,583	04/17/01	04/05/2004	14, 18 & 26
DICKIES & Horseshoe Design	609,638	7/26/55	7/26/2005	39 (old)

TRADEMARK  
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WILLIAMSON-DICKIE MANUFACTURING COMPANY  
 Current U.S. Federal Trademark Registrations (10/26/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
DICKIES & Horseshoe Design	625,855	4/24/56	4/24/2006	32
DICKIES & Horseshoe Device	1,267,257	02/14/84	02/14/2004	25
DICKIES & Horseshoe Device	1,407,750	09/02/86	09/02/2006	24 & 25
DICKIES & Horseshoe Device	1,694,561	6/16/92	6/16/2002	25
DICKIES & Horseshoe Device	2,444,583	4/17/01	4/17/2011	14, 18 & 26
DICKIES & Horseshoe Device (w/oval)	1,694,560	6/16/92	6/16/2002	25
DICKIES DIRT BUSTER	2,269,292	8/10/99	8/10/2009	18
DICKIES THE BRAND THAT WORKS	2,157,450	5/12/98	5/12/2008	25
Double Half Rainbow Design	1,192,807	03/30/82	03/30/2002	25
DRESS FOR LEARNING	2,418,470	01/02/01	01/02/11	25
ENGINEER	803,952	02/15/66	02/15/2006	39 (old)
Fly Fishing Device	1,933,795	11/07/95	11/07/2005	25
HARBOR ONE & Device	1,416,737	11/1/86	11/1/2006	25
HARBOR ONE (Stylized)	1,416,736	11/1/86	11/1/2006	25

TRADEMARK  
 REEL: 2389 FRAME: 0792

**WILLIAMSON-DICKIE MANUFACTURING COMPANY**  
 Current U.S. Federal Trademark Registrations (10/26/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
HAWK	509,215	5/03/49	5/03/2009	25
IRONTOUGH	2,431,500	2/27/01	2/27/2011	25
R.C.T.C.	1,392,448	5/06/86	5/06/2006	25
RED HAWK	1,461,059	10/13/87	10/13/2007	25
RED HAWK by DICKIES & Design	1,462,937	10/27/87	10/27/2007	25
RIVER BOTTOMS	1,905,055	7/11/95	7/11/2005	25
RIVER CITY TRADING CO. & Device (Steamboat Design)	1,428,459	2/10/87	2/10/2007	25
SETLOWEAR	1,562,336	10/24/89	10/24/2009	25
SHAPE SET	762,128	12/24/63	12/24/2003	39 (old)
Three Men Design	612,221	9/13/55	9/13/2005	39 (old)
TOP HAND	1,210,656	09/28/82	09/28/2002	25
TRIMTABS	706,054	10/18/60	10/18/2000	25
WE MAKE THE WORLD A MORE COMFORTABLE PLACE	2,257,192	6/29/99	6/29/2009	25
ZIP-CHEST	2,392,453 Supp. Reg.	10/03/00	10/03/10	25

**TRADEMARK**  
**REEL: 2389 FRAME: 0793**

WILLIAMSON-DICKIE MANUFACTURING COMPANY

PENDING U.S. TRADEMARK APPLICATIONS (10/30/2001)

Mark	Application No.	Filing Date	Class
AMERICAN WORKER OF THE YEAR	76/308400	09/04/01	35 & 41
DICKIES 247 DENIM	76/195,034	01/17/01	24
DICKIES (Sunglasses)	76/242,300	04/05/01	9
DICKIES & Design (Sunglasses)	76/242,301	04/05/01	9
HEAD OF THE CLASS DICKIES	76/189,816	01/04/01	25